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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction Of Second Mortgages (3)
DEPARTMENT: Planning & Development DIVISION: Community Resources
DK.
AUTHORIZED BY: Donald Fisher CONTACT: Annie Knight EXT. 7384
Agenda Date <u>06/10/2003</u> Regular ☐ Consent ⊠ Work Session ☐ Briefing ☐
Public Hearing − 1:30 ☐ Public Hearing − 7:00 ☐
MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute (3) Satisfaction of Second Mortgages for households assisted under the SHIP Program's Home Ownership Assistance

BACKGROUND:

Program.

On August 29, 1997 Seminole County assisted Tammy J. Neighbor, and Shawnna M. Burch with down payment assistance in the amount of \$3,950.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Tammy J. Neighbor, and Shawnna M. Burch resided in the house for a ten year period. However, Tammy J. Neighbor, and Shawnna M. Burch breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Tammy J. Neighbor, and Shawnna M. Burch did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Tammy J. Neighbor, and Shawnna M. Burch.

On October 25, 1996 Seminole County assisted Roberta F. Bloom with down payment

assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Roberta F. Bloom resided in the house for a thirty year period. However, Roberta F. Bloom breached the mortgage agreement by selling her home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The

Reviewed by:
Co Atty: ____
DFS: ___
Other: ___
DCM: ___
CM: ___

File No. -cpdc02

current HUD policy limits the loan forgiveness period to five years. Roberta F. Bloom did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Roberta F. Bloom.

On November 30, 1995 Seminole County assisted Jenny Mariquit with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Jenny Mariquit resided in the house for a thirty year period. However, Jenny Mariquit breached the mortgage agreement by applying to refinance her home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Jenny Mariquit did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Jenny Mariquit.

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision,</u> Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>29th</u> day of <u>August</u>, <u>1997</u> from <u>Tammy J. Neighbor</u>, a single person and <u>Shawnna M. Burch</u>, a single person, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Nine Hundred Fifty Dollars and no 00/100</u> (\$3,950.00) which mortgage is recorded in Official Records Book <u>3295</u>, Page <u>0730</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the day of <u>June</u> , 2003.	e Mortgagee has executed these presents this
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By: Daryl G. McLain, Chairman Date:
For the use and reliance	As authorized for execution by the

at their

Board of County Commissioners

2003, regular meeting.

legal sufficiency

Of Seminole County only.

Approved as to form and

County Attorney

RETURN TO: RENDY DAVIS FIRST SOUTHWESTERN TITLE 5955 MED BUG LAKE RD STE 221 Seminole County Homeownership Assistance Program WINTER SPRINGS, F 32708 NEIGHBOR/2231

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the _____ 199_7 by and between Tammy J. Neighbor, a 29th day of AUGUST single person, and Shawnna M. Burch, a single person hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

"Mortgagor" and "Mortgagee" (Whenever used herein the terms of include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of "note" include in all the notes herein corporations; and the term described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,950.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT 420.513(1) AND 199.185(1)(d), TO SECTIONS FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: S.H.L.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF 4590 S. HWY 17-92 CASSELBERRY, FL 32707

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of mortey payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "P" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgager shall repay the loan amount of Three-thousand, Nine-hundred, Fifty dollars and 00/100(\$3,950.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default,

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Morigagor has here unto signed and sealed here presents the day and year first above written.

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brund Ruphanit	Thomas of Narhbar
Print Name: SANDRA A. BUFFOMANTE ROYCLA X ROUGE	Print Name: Tammy J. Neighbor 2827 GROVE DRIVE SANFORD, FL. 32773
RENDY L. DAVIS Print Name: SANDRA A BUFFOMANTE	Print Name:
Print Name:	Print Name:
	MEALINEAU INSTITUTE (MEANING THE ANNUAL PROPERTY OF THE ANNUAL PROPE
Print Name:	Print Name:

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STATE	OF	FLOR	IID'A	
COUNT	'V C	F SE	WINOI.	K

WITNESS my hand and official seal in the County and State last aforesaid.

Name: SANDRA A. BUFFOMANTETIARY SEAL.
Notary Public SANDRA A. BUFFOMANTE
Serial Number Notary Public, State of Florida

Commission Expires: My comm. supires March 26, 1999 Comm. No. CC443219

4 of 5

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BOOK PAGE

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SEMINOLE CO. FL.

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 14, of Block G, WOODNERE PARK 2nd, Replat, according to the Plat thereof as recorded in Plat Book 13, Page 73 of the Public Records of Seminole County, Florida.

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3295 Saminola County.

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT	\$3,950.00
FINIOUINE.	Market Ma

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three-thousand, Ninehundred, Fifty dollars & No/100 (\$3,950.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: S.H.LP. HOMEBUYER ASSISTANCE PROGRAM - ATTN: SHARON SELF 4990 S. US HWY 1 CASSELBERRY, FL 32707

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors,
- Fallure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mongage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County,

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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Each person liable hereon whether maker or enforcer, hereby waives persentment EMINOLE CO. FL. protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the

presents the day and year first above wri	
MINION ARCHAMONT	Larry of they have
Print Name: SANDRA A BULLOMANTE	Print Name:Tammy J. Neighbor
Print Name: RENDY C. DAVIG	Print Name:
Print Name;	Print Name:
mental spiral tradition of the distributed and subjects interest and control of the subjects of the subjects of the subjects of the subject o	***************************************
Print Name:	Print Name:
Print Name: STATE OF FLORIDA COUNTY OF SEMINOLE	Print Name:
STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this before me, an officer duly authorized in to take acknowledgments, personally	29th day of <u>August</u> , 199 <u>7</u> the State aforesaid and in the County aforesaid appeared TANKY J. NEIGHBOR
STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this before me, an officer duly authorized in to take acknowledgments, personally and acknowledge before me that he/she/they	29th day of <u>August</u> , 199 <u>7</u> the State aforesaid and in the County aforesaid
STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this hefore me, an officer duly authorized in to take acknowledgments, personally and	29th day of August 199 7 the State aforesaid and in the County aforesaid appeared TANNY J. NEIGHBOR who executed the foregoing instrument and who executed the same and are personally known DRIVERS LICENSE as identification and who did/ in the County and State last aforesaid.
STATE OF PLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this before me, an officer duly authorized in to take acknowledgments, personally and	29th day of August , 199 7 the State aforesaid and in the County aforesaid appeared TANMY J. NEIGHBOR who executed the foregoing instrument and who executed the same and are personally known DRIVERS LICENSE as identification and who did/in the County and State last aforesaid.

5 of 5

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SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision,</u> Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>25th</u> day of <u>October</u>, <u>1996</u> from <u>Roberta F. Bloom</u>, Mortgager to <u>Seminole County</u>, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3150</u>, Page <u>1925</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Dollars and no 00/100 (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of <u>June</u>, 2003.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida	By: Daryl G. McLain, Chairman Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.
County Attorney	

PARYAMME MORSE OF ERR OF CIRCUIT COURT

SEMINULE COUNTY, IL RECORDED & VERIFIED

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SeminoleCounty Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the	e
251 day of October 1996 by and between Roberta F Bloom, a	
and n/a hereinafter referred to the "Mortgagor" and Seminol	e person
County, a political subdivision of the State of Florida, whose address is 1101 East Firs	st .
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."	ىن
MAN BA A MA MANA MANA MANAMANA MANAMANA MANAMANA	
(Whenever used herein the terms of "Mortgagor" and "Mortgagee"	UI 8

include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also In S consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program Coor. Seminole County Chamber of Commerce 4590 South Highway 17-92 Casselberry, Fl 32707



OFFICIAL RECORDS

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SeminoleCounty Homeownership Assistance ProgramminoLE CO. FL



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when the any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Print Name:

OFFICIAL RECORDS BOOK PAGE

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SeminoleCounty Homeownerskip Assistance Program SEMINOLE CO. FL



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) ten (10) years, twenty (20) years or x thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN TEN (10) YEARS, TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Thirty Five Hundred and 00/100 dollars (\$ 3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.
This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.
IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.
Print Name: Print Name: Roberta F Bloom
Toforde 502 Destry De Altamonk
Print Name: YATKICIA E FORDE Print Name:
Print Name:

OFFICIAL RECORDS BOOK PAGE

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Seminole County Homeownership Assistance Programme MINOLE CO. FL



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

	Cohester Leoon
Print Name:	Print Name: Roberta F Bloom
Print Name: ARICIA K. JORDE	Print Name:
Print Name:	
Print Name:	
STATE OF FLORIDA COUNTY OF SEMINOLE	
before me, an officer duly authorized in the to take acknowledgments, personally a who	day of <u>Octobez</u> , 1996 es State aforesaid and in the County aforesaid ppeared <u>Roberto Foregoing</u> instrument and who executed the foregoing instrument and who
to me or have produced DR / VEIC L did not take an oath.	as identification and who did/
WITNESS my hand and official seal in	the County and State last aforesaid.

MARITZA C, GUTTERREZ Natary Public, State of Florida My Comm. Evo. July 28, 2000 Editure. No. no. 578737

Name: Notary Public Serial Number

Commission Expires:

UFFICIAL RECORDS BOOK PAGE

3150

SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00
FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Thirty Five Handred and 00/100—(\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771——, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:
A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10) twenty (20) or x thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
C. If the property is sold, leased, transferred or refinanced prior to ten(10) twenty (20)x thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.
This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

05/05/2003 08:39

OFFICIAL RECORDS

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Seminole County Homeownership Assistance Programe EMINOLE CO. FL



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

3150 1931 SEMINOLE CO. FL

SeminoleCounty Homeownership Assistance Program

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I HEREBY CERTIFY that on this Z510 day of Octoboc , 1994
before me, an officer duly authorized in the State aforesaid and in the County aforesai
to take acknowledgments, personally appeared Robeta T. Bloom.
and . who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally know
to me or have produced Drivers Leanse as identification and who did
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

MARITZA C., GUTTERREZ Hotory Public, State of Florido My Comes. Esp. Judy 28, 2000 Comes. No. CC 572737

Name: Notary Public Serial Number

Commission Expires:

Seminole County Homeoconcreship Assistance Program SEMINOLE CO. FL

EXHIBIT "A" LEGAL DESCRIPTION

LOT 2, MONTCOMERY SQUARE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGES 8 AND 9 OF THE PUBLIC RECORDS OF SEMINOLE COURTY, FLORIDA.

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision,</u> Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>30th</u> day of <u>November</u>, <u>1995</u> from <u>Jenny Mariquit</u>, Mortgager to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Dollars and no 00/100 (\$3,000.00)</u> which mortgage is recorded in Official Records Book <u>3002</u>, Page <u>1006</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Dollars and no 00/100 (\$3,000.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of _June, 2003.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA				
MARYANNE MORSE Clerk to the Board of County Commissioners of	By: Daryl G. McLain, Chairman				
For the use and reliance Of Seminole County only. Approved as to form and	Date: As authorized for execution by the Board of County Commissioners at their				
legal sufficiency County Attorney	2003, regular meeting.				

- :

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CLERK OF CIRCUIT COURT 780453 RECORCED & VERIFIED

95 DEC -7 PHIZ: 01

Seminolo County Homeownerskip Assistance Program

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in Pt. Ste. 100

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of November 199 by and between Jenny Mariquit and n/a hereinafter referred to the "Mortgager" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee" (Whenever used herein the terms of "Mortgager" and "Mortgagee" (Whenever used herein the terms of "Mortgager" and "Mortgagee" (Whenever used herein the terms of "Mortgager" and "Mortgagee" (Whenever used herein the terms of "Mortgager" and "Mortgagee" (Whenever used herein the terms of "Mortgager" and "Mortgagee" (Whenever used herein the terms of "Mortgager" and "Mortgage

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3.000.00), hereinafter described, the Mortgager hereby grants, bargains, salls, aliens, premises, conveys and confirms unto the Mortgages all the certain land of which the Mortgager is now seized and in possession situated in Seminola County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditements and appurtenences thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgager covenants with the Mortgages that the Mortgager is Indefessibly saized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgager will make such further assurances to perfect the fee simple title to said land in the Mortgages as may reasonably be required; that the Mortgager hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgages.

8

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO

This instrument was prepared by:
Elaine Barlow
4590 S By 17-94
Casselberry FL 32707

SECTIONS 420.513(1) AND 199.185(1)(d)
Prepared by: 6 120.513(1)
FLORIDA STATUTES

Claims (Review/S.H.I.P./HON

Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord. c/o Greater Seminola County Chamber of Commerce

4590 South Highway 17-92
Cesselberry, FL 52707

Description: Seminole, FL Document-Book. Page 3002.1006 Page: 1 of 8 Order: 405582 Comment:



Seminals County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgages the PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgages the Providential Provid certain Second Mortgage Not hereinafter substantially copied or identified, to-wil:

SEE EXHIBIT '8' ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Morigage, and if not, then this Morigage and the estate hereby created, shall cease, determine and be nuil and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said properly to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attornay's fees and little searches, reasonably incurred or paid by the Mortgages because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, allputations, conditions and covenants of said note and the Second Morigage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgages may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

if each and every one of the agreements, atipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Morigages, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgages to exercise any of the rights or options harein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Morigage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

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Sandarlo County Houseamenskip Assistance Program

Should the land remain owner-occupied and not be rented, leased or sublessed for (check applicable) five (5) years, twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Montgage, shall be forgiven in full and a release filed in the public records of Seminole County Florids. Should this aforementioned provision be violated, a default shall be decisted. and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SACE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER YEARS, TWENTY (20) YEARS ON A INITIAL COUNTY TEARS AT 150 CENECUTION OF THIS INSTRUMENT. Mortgagor shall rapsy the loan amount of) to Mortgages in full, less siny co Three Thousand and no/100 dollars (\$ 3,000.00 available forgiveness as provided in the recepture provisions of the Faderal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages,

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed

(hese	presents the day and year first above w	vritten.
常	Name: A Typin Davis	Print Name: Jenny hariquit 3132 Onleans Way South Print Name:
Print	Name:	
	None	
Print	Name:	



Saminala Con	uch Menecula	edy Accel	unds Program



STATE OF FLORIDA COUNTY OF SEMINOLE ! MEREBY CERTIFY that on this loth day of November 1995 before me, an officer duly authorized in the State sforesaid and in the County aforesaid to take acknowledgments, personally appeared Jenny Martquit and n/a who executed the foregoing instrument and when n/a who executed the same and are personally knowns schnowledge before me that he/shelihay executed the same and are personally knowns to me or have produced brivers through as identification and who didentification are produced by the country and State last aforesaid,	3002 1009	OFFICIAL RECORDS
Name: Notary Public Sarial Number Commission Expires:	,(;	17.00





SEHINDLE CO. FL.

EXHIBIT "A"

LEGAL DESCRIPTION

LOW 1, BET-AIRE HILLS, UNIT ONE, according to the plat thereof as recorded in Plat Book 22, Pages 7 and 9, Public Records of Saminola County, Florida.

Seminale County Humanumership Assistance Program



EXHIBIT "B" SECOND MORTGAGE NOTE

	# N ×	E
AMOUN		77
promise Florida, Ticree Thousa payable 1101 harest Note a years (this No	WALUE RECEIVED, the undersigned (jointly and severally, if more than see) as to pay Seminole County ("The County"), a political subdivision of the Sale of or order, the manner hereinafter specified, the sum of the and no/100 (\$3,000.00). The said principal shall be in lewful money of the United States of America to the County at a first Street, Sanford Florida 32771 or at such a place as may are be designated by written notice from the holder to the maker, hereof. This and Mongage securing same shall be for a period of twenty (20) or thinty (30) if used in conjunction with FHA financing), beginning on the data of execution of the and accompanying Mongage. Repayment of this Note shall take place in the manner.	200000000000000000000000000000000000000
	if a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.	
	No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, lessed, transferred or refinanced and remains owner-occupied for a period of si less tive (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.	
C.	If the property is sold, leased, transferred or refinenced prior to five (5) twenty (20) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing leas any available forgiveness as set forth in the recepture provisions of the Federal Regulations in	R



This Note incorporates, and is incorporated into, the Second Morigage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

effect at the time of default.

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Prepared by: 970-600 6 Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord. c/o Greater Seminole County Chamber of Commerce 4590 South Highway 17-92

Seminole County HomeoGasselle William Trogram

THIS MORTGAGE IS GIVEN TO BEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.613(1) AND 168.186(1)(d), FLORIDA STATUTES

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- 1. The sale, transfer or refinencing of the subject home and real property, while five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Nbts, to by maker or maker's successors.
- Lessing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Fallure to comply with the terms and conditions of the accompanying Second Mortgage Daed of even date.
- 7. Failure to camply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth herainsbove shall cause an acceleration of the remaining unpaid principal balance evidenced herain and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

CHUMULSTE

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Bulliam Voc Cestrall Florida Tible Company 320 W., Sabal Pelm Pt., Ste., 100° Langarood, Fundin 32779 ////S///





Sominols County Homerowership Assistants Program



Each person liable hereon whether maker or enforcer, hereby walvas persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Montgage, counsel shall be employed to collect this Note or to protect the security of said Montgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit. in the event of foreclosure, County reserves the right of first refusal on the property. IN WITNESS WHEREOF, the said Mongagor has hereunto signed and period these presents the day and year first aboye written. Print Name: Jenny Miriquit Print Name: Heather L. Buys Print Name: Print Name:_ Print Name: _ STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this 30th day of November before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jenny Mariquit who executed the foregoing instrument and who acknowledge before me ... at he/she/hey executed the same and are personally known as identification and who did to me or have produced ___ Drivers License did not take an oath. WITNESS my hand and official seal in the County and State last alcresal 1. Neme: Notery Public Serial Number Commission Expires: ure ellectricate Ltd. Marifell W